



1753 S. Caddo St.
Muldrow, OK 74948

OAC 252:515-3-34(a)(2) A certification, by affidavit, that the applicant owns the real property, has a current lease or easement which is given to accomplish the permitted purpose, or has provided legal notice to the landowner.

Please see Exhibit 1: Lease Agreement from MarKing Equipment, LLC to Sooner Medical Waste Management, LLC.

OAC 252:515-3-34(C) Temporary easement

Please see Exhibit 2: "Temporary Easement For Access" document.

OAC 252:515-3-36(a)(4)(A&B) A legal description, by metes and bounds; section, township, and range, or parts thereof; or book and page number of plat records for platted property, of:

(A) The proposed permit boundary;

(B) The proposed waste processing and /or disposal areas;

The legal description of the proposed permit boundary, waste processing and/or disposal area:

A PART OF LOT 1 OF SECTION 31, TOWNSHIP 11 NORTH, RANCE 26 EAST, INDIAN BASE AND MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA. THE DESCRIBED TRACT BEING CREATED BY KELLY OSBURN, OKLAHOMA P.L.S. #1628 ON NOVEMBER 20, 2014. THE BASIS OF BEARING: N00°13'09"W ALONG THE WEST LINE OF THE NW/4 OF SIAD SECTION 31 AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID SECTION 31; THENCE ALONG THE WEST LINE THEREOF S00°13'09"E 733.71 FEET TO AN EXISTING MAGNAIL; THENCE S89°54'59"E 167.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'59"E 159.79 FEET TO AN EXISTING #3 REBAR; THENCE S00°13'09"E 156.25 FEET TO AN EXISTING #3 REBAR; THENCE N89°54'59"W 159.79 FEET TO A SET #3 REBAR; THENCE N00°13'09"W 156.25 FEET TO THE POINT OF BEGINNING.

OAC 252:515-3-51(f)(1) requires:

- (1) All maps shall show as a minimum legend, title, north arrow, permit boundary, buffer zone, and boundaries of waste disposal or processing areas

Please see Exhibit 3: Property Line and Building Print

OAC 252:515-3-56 contains the requirements for the site map. The site map should include both buildings with the permit boundary and buffer zones clearly marked.

Please see Exhibit 3: Property Line and Building Print

OAC 252:515-3-57 Requires design drawings and specifications for:

1. Receiving, processing, storage or disposal areas.

Please see Exhibit 3: Property Line and Building Print

OAC 252:515-19-39(a) Salvage and recycling approved plan required Salvage and/or recycling operations shall be conducted in accordance with a written plan approved by the DEQ.

Sooner Medical Waste Management is requesting to relocated the recycling/salvage from the east side of Building 1 to west side of Building 2. Please see Exhibit 3 drawing.

The reason for the request of modification is to make room for the conveyor style container washing/disinfecting system that will be installed in the near future.

OAC 252:515-19-38(b) Buffer zones. Unless otherwise specified in this subsection, all disposal facilities shall be designed and maintained with a waste-free buffer zone at least 50 feet in width between all waste disposal and/or handling areas and adjacent property. The buffer zone shall be contained with the permit boundary described in the permit application.

Sooner Medical Waste is requesting a smaller buffer zone for Building #2 on the south side of the building. The buffer zone on the south side of Building #2 is 44.25 feet. The property is adjacent to SW 8th Street.

All operations will be contained within an enclosed building except for loading of recycling/salvage items or unloading of untreated waste from truck and/or trailer. The conditions will limit adjacent property impact from the waste.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated October 1, 2021, by and between MarKing Equipment, LLC ("Landlord"), and Sooner Medical Waste Management, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Building #1: 6,600 sq. ft. and Building #2: 7,800 sq. ft. (the Premises") located at 1753 S. Caddo St., Muldrow, OK 74948.

TERM. The lease term will begin on October 1, 2021 and will automatic renewal at the end of lease term. It is understood that either party must provide written notification to the other thirty (30) days in advance of intent to vacate the Premises. Termination must occur at the end of the calendar month. Upon vacating the Premises, Tenant hereby agrees to return same in as acceptable to Landlord's designated representative.

TRIPLE NET LEASE. This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the parties that Landlord shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter or in any way incur any expense in connection with the Property, and that the rent and any other payments to be made by tenant to or on behalf of Landlord under the terms hereof are to be free and clear of any impositions, expenses or setoffs of any kind or nature whatsoever, including without limitation, any taxes, charges, or expenses in connection with the ownership, maintenance, repair and operation of the Property, all such expenses, charges and taxes to be paid by Tenant as provided herein.

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the premises, together with any taxes thereon and a proportionate share of real property taxes, all-risk and earthquake insurance, and common area maintenance expenses. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable, proportionate share as determined by Landlord of all charges jointly metered with other Premises.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$7,500.00 payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 1753 S. Caddo St., Muldrow, OK 74948, which address may be changed from time to time by the Landlord.

ESTIMATED PAYMENTS. Tenant shall be notified by Landlord of Estimated Payments for taxes, insurance, maintenance of the landscaping and parking lot, and landscaping and parking lot utilities and services from time to time. The Estimated Payments shall be paid by Tenant together with rent, on the first day of each month throughout the Term. The Estimated Payments may be increase or decreased by Landlord upon written notice to Tenant based upon statements received or charges incurred by Landlord, information available to Landlord as to

the probable cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable amount of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter, the actual costs shall be determined by Landlord, and Tenant shall remit to Landlord on demand its unpaid pro rata share of the actual expense. In the event Tenant paid more than the actual expenses for such period of time, Landlord shall apply such overpayment towards the next Estimated Payments owing by Tenant. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Tenant shall pay to Landlord any balance due, or the Landlord shall refund to Tenant any excess amount paid.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for as stated on of Oklahoma Permits and Licenses. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

ALTERATIONS. Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the property. Tenant shall provide Landlord with at least 30 day notice prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

COST OF ALTERATIONS. Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

FURNISHINGS. The following furnishings will be provided: BioSAFE STI 2000 Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

STORAGE. Tenant shall be entitled to store items of personal property in 1753 S. Caddo St., Muldrow, OK 74948 during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY INSURANCE. Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lighting and against loss or damage by other risks in an amount not less than 100% of the full replacement value, Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonable satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$500,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonable satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of Twelve months per renewal term, unless either party gives written notice of termination no later than ninety days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in the Lease except that the lease installment payments shall be increased by 10% per month from previous agreement.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. Real Property Taxes "shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by

any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord's business of renting the Premises. Tenant's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes. Landlord represents that, to the best of his knowledge, there are no assessment or improvement districts being planned which would affect the Premises other than as in effect as of the date of this Lease.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgement that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment. Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next rent installment together with interest at the highest rate allowable by law.

TERMINATION CLAUSE. Tenant may, upon 90 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 3 months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 90 day notice period. Termination charge will be in addition to all rent due up to termination day.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant. Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees

and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are paid by the Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 10 days after its due date, Tenant shall pay a late fee of \$500.00

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer

or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of an dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are necessary for Tenant's business, provided that such usage and storage is in full compliance with all applicable local, state, and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations, or type which are in excess of those permitted by local, state, or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licenses, subtenants, customers or contractors at Tenant's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgements, damages, penalties, fines, liabilities, losses, suites, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises cause by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlords sole discretion.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply withal laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers or goods, labor, or services that such

liens will be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonable withheld.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Oklahoma.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. This failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

SIGNATURES AND NOTICE. This Lease shall be signed by following parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

LANDLORD:

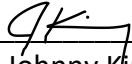
MarKing Equipment, LLC
Johnny King
Member

TENANT:

Sooner Medical Waste Management, LLC
Elaine King
Manager

LANDLORD:

MarKing Equipment, LLC

By: 
Johnny King
Member

Date: 01/01/2021

TENANT:

Sooner Medical Waste Management, LLC

By: 
Elaine King
Manager

Date: 01/01/2021

Exhibit 2

TEMPORARY EASEMENT FOR ACCESS

This temporary easement is issued pursuant to the Oklahoma Environmental Quality Code (27A O.S. §2-1-101 *et seq.*, including the Solid Waste Management Act, the rules promulgated thereunder, and in accordance with the conditions and requirements of Permit No. 3568010, issued by the Oklahoma Department of Environmental

Quality (DEQ) on November 15, 2015 to Sooner Medical Waste Management, LLC,
(Date) (Name of permittee)

The facility is located on property owned by Marking Equipment, LLC, hereinafter referred to as Grantor. Grantor does hereby grant unto the DEQ, including its contractors, employees, and its successors and assigns, the right of access to the below described land for purposes of performing closure, post-closure monitoring, or corrective action in the event of default by the owner or operator of the permitted facility. The easement is granted over and across the permitted area ("Tract") on land situated in

Sequoyah County, State of Oklahoma.

Following is the legal description of the Tract:

A PART OF LOT 1 OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 26 EAST, INDIAN BASE AND MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA. THE DESCRIBED TRACT BEING CREATED BY KELLY OSBURN, OKLAHOMA P.L.S. #1628 ON NOVEMBER 20, 2014. THE BASIS OF BEARING: N00°13'09"W ALONG THE WEST LINE OF THE NW¼ OF SAID SECTION 31 AND BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NW CORNER OF SAID SECTION 31; THENCE ALONG THE WEST LINE THEREOF S00°13'09"E 733.71 FEET TO AN EXISTING MAGNAIL; THENCE S89°54'59"E 167.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°54'59"E 159.79 FEET TO AN EXISTING #3 REBAR; THENCE S00°13'09"E 156.25 FEET TO AN EXISTING #3 REBAR; THENCE N89°54'59"W 159.79 FEET TO A SET #3 REBAR; THENCE N00°13'09"W 156.25 FEET TO THE POINT OF BEGINNING.

more particularly described as the permitted area of Sooner Medical Waste Management, LLC
(Facility name)

DEQ Permit Number: 3568010

This Temporary Easement for Access is given subject to the following conditions:

1. The Grantor hereby grants unto the DEQ an easement and right-of-way over and across the Tract of land described above for access to said Tract for the purposes of

conducting closure and post-closure activities and/or corrective action as prescribed by the laws of the State of Oklahoma and Rules of the DEQ;

2. This Easement is temporary and shall become null and void upon certification by the DEQ that post-closure and/or corrective action has been properly completed; and

3. This Easement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set (his/her/its) hand this

20th Day of January, 2023.

Elaine King, Manager

(Name, Title)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF Sequayah)

Before me, the undersigned, a Notary Public within and for said County and State,
on this 20 day of January, 2023,

Elaine King, Manager Elaine King
(name, title)

did personally appear before me and is known to be the identical person who executed the within and foregoing instrument and acknowledged to me that (he/she) executed the same as (his/her) free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the date above written.

Jacob D. Brake
Notary Public

My commission expires:

08/04/26



Exhibit 3

- Property Line
- Fence Line

